

PROVIDER AGREEMENT

THIS AGREEMENT is between Washington County, hereinafter referred to as COUNTY and **KATIE BETH LANCE**, hereinafter referred to as PROVIDER.

WHEREAS, PROVIDER is qualified and has the expertise, training and ability to provide special assistance to the COUNTY in providing food services (hereinafter “Contracted Services”) to the Senior Center located in HURRICANE, Utah;

NOW THEREFORE, it is hereby agreed as follows:

1. PROVIDER shall work on a per plate basis as authorized by the agreement between Washington County and Five County Association of Governments, which currently is five dollars and thirty cents (\$5.30) per plate, but may be increased periodically throughout the term of this Agreement by Five County Association of Governments.

Before COUNTY shall make any payments for Contracted Services, PROVIDER shall file a Certificate of Insurance with the Washington County Clerk, showing that a valid worker’s compensation policy exists and provides coverage for PROVIDER, employees of PROVIDER, any Subcontractors employed by PROVIDER, and any employees of a Subcontractor employed by PROVIDER.

2. PROVIDER shall be under the direct supervision of the Washington County Council on Aging Program Director and the general supervision of the Senior Center supervisor and shall provide the Contracted Services at the HURRICANE Center.

3. PROVIDER may hire people to assist PROVIDER in providing the services contracted herein. However, if PROVIDER hires persons under the age of 18, PROVIDER shall comply with all state and federal requirements, specifically including, but not limited to, The

Fair Labor Standards Act, as regulated under 29 C.F.R, § 570, and Utah Code Annotated, §34-23-201 *et seq.*

4. PROVIDER shall obtain and maintain a current Safe Serve Certificate during the term of this Agreement. PROVIDER, and all employees of PROVIDER that prepare and/or handle food at the Senior Center, shall obtain and maintain a current Food Handlers Permit.

5. PROVIDER shall meet certain dietary meal requirements, as follows:

a. MEAL PATTERN

<u>FOOD GROUPS</u>		<u>AMOUNTS TO USE</u>
I.	Meat or Alternate	Three (3) ounces cooked edible portions of meat or meat alternate.
II.	Vegetables and fruits	Two (2) ½ cup servings of vegetables and one (1) ½ cup serving of fruit
III.	Enriched or whole grain bread or alternate	Two (2) servings (1 cup pasta or rice; 2 slices of bread *1 oz. each) or equivalent combinations
IV.	Butter or margarine	One teaspoon
V.	Dessert	Optional (on occasion select foods high in whole grains, low in sugars and fat.) Canned fruit in their own juices are encouraged as a dessert item in addition to the serving of fruit provided as part of the meal.
VI.	Milk	One (1) cup
VII.	Optional Beverage	As desired

Food found in one group may not be substituted for food in another group, although it may always be used as an additional item in the meal. This prescribed variety is to assure that the foods will provide at least one-third of the recommended daily dietary allowances. The total amounts recommended must be served.

- b. Leftover food cannot be substituted for regular planned menu items.
Leftover food may, however, be offered in addition to regular menu items.
 - c. Meals on Wheels clients must be served the same menu as the congregate clients unless pre-approved by the nutritionists.
 - d. PROVIDER shall ensure that proper food temperatures are maintained.
Hot food must be maintained at 135 degrees Fahrenheit, and cold food kept at not higher than 41 degrees Fahrenheit.
 - e. PROVIDER shall be responsible for keeping kitchen equipment and facilities clean and sanitary in accordance with all applicable health, safety, and sanitation standards and regulations as set forth in Paragraph 5 below. The Council on Aging Program Director will monitor temperature and food sanitary practices on an ongoing basis.
 - f. PROVIDER shall develop and supply dietetic consultant with menus at least two (2) weeks in advance for each month. Departures from approved menus must be cleared and approved through the dietetic consultant at least twenty- four (24) hours prior to preparation.
6. The kitchen of the senior center shall be cleaned as follows:
- a. Everyday cleaning:
 - (1) All items used that day and the floor of the kitchen;
 - (2) Bread slicer/mixer and meat slicer (if used).

b. Weekly cleaning: One of the following pieces of equipment shall be cleaned each week until all of said equipment has been cleaned within a five (5) week period:

- (1) Steam table;
- (2) Range;
- (3) Convection Ovens;
- (4) Fryer; and
- (5) Proofer/oven

c. Monthly cleaning: Walk-in floors (cooler - freezer).

7. All equipment and/or areas cleaned shall be inspected and signed off by the Senior Center building supervisor each day.

8. Meals shall be provided on the weekdays that have not been designated as holidays by the COUNTY. If PROVIDER is not able to provide the Contracted Services, PROVIDER shall find a substitute to provide said services, which substitute shall be approved by the Senior Center building supervisor.

9. PROVIDER agrees to provide the services contracted herein without being, or permitting hirelings to be, under the influence of illegal drugs or alcohol. PROVIDER further agrees to execute Exhibit A - Drug Testing Release Form (attached) and to give the COUNTY an original of Exhibit B – Drug Testing Employee Release Form (attached) executed by each person who assists in providing the services contracted herein. PROVIDER agrees that any violation under this paragraph constitutes cause for immediate termination of the PROVIDER AGREEMENT.

10. COUNTY agrees that it will, at its own expense, maintain on the Senior Center premises kitchen equipment and fixtures that may be used by PROVIDER to provide the Contracted Services. In the event that PROVIDER breaks or damages Senior Center equipment due to misuse or neglect, PROVIDER shall pay COUNTY the cost of repairing or replacing at the market value the piece of equipment broken or damaged, taking into account the depreciation and condition of said piece of equipment prior to the misuse or neglect by Provider.

11. This Agreement shall terminate on December 31, 2011. However, either party may terminate this Agreement upon thirty (30) days written notice to the other party, or either party may immediately terminate this Agreement for cause or bad faith performance by giving written notice to the other party.

12. The parties agree that PROVIDER is an independent contractor and neither PROVIDER nor any agent, employee, or servant of PROVIDER shall be deemed an agent, employee or servant of the COUNTY. This Agreement is for food provider services and PROVIDER is not an employee of COUNTY and is not entitled to the benefits provided by the COUNTY to its employees. PROVIDER solely controls the method and manner of delivering the services required by this Agreement.

13. This Agreement shall not, nor shall any interest in this Agreement, be assignable, as to the interest of the PROVIDER, without prior written consent of the COUNTY.

14. PROVIDER shall hold COUNTY harmless from any and all liability that may accrue as a result of this Agreement.

15. This Agreement may be amended upon the mutual agreement and consent of both parties and when the change is in the best interest of the residents of COUNTY.

16. Upon recommendation of the Washington County Council on Aging, COUNTY may renew this contract as deemed by the County Commission to be necessary and appropriate and in the public interest and welfare.

JAMES J. EARDLEY, Chairman
Washington County Commission

Attest:

Kim M. Hafen
Clerk-Auditor

PROVIDER

EXHIBIT A

Independent Contractor Drug and Alcohol Testing Consent and Release Form

I agree, pursuant to my PROVIDER AGREEMENT with Washington County, as follows:

1. to take urine or other drug or alcohol tests as and when requested by the County;
2. that the testing laboratory may release test results to the County;
3. to hold the County, the collectors, the laboratory and the medical review officer harmless from any liability arising from collecting specimens, testing and using the results in connection with my PROVIDER AGREEMENT with the County;
4. that a positive test result or refusal to be tested violates the PROVIDER AGREEMENT and constitutes cause for termination under the Agreement;
5. that no physician-patient relationship is created with the County or any person performing the test, solely by the establishment of a drug or alcohol testing program;
6. that a reproduced copy of this consent and release form has the same force as the original, and
7. that I have carefully read and understand this form. I acknowledge that signing this form is voluntary and that no one forced me to sign it.

PROVIDER: _____
(Print)

DATE: _____

PROVIDER: _____
(Signature)

SS #: _____

WITNESS: _____
(Print)

DATE: _____

WITNESS: _____
(Signature)

EXHIBIT B

Independent Contractor Drug and Alcohol Testing Consent and Release Form

I agree to take urine or other drug or alcohol tests as and when requested by Washington County.

I authorize the testing laboratory to release test results to Washington County.

I agree to hold the County, the collectors, the laboratory and the medical review officer harmless from any liability arising from collecting specimens, testing and using the results in connection with my employment by the Independent Contractor.

I understand that a positive test result or refusal to be tested constitutes cause for termination of the Independent Contractor's PROVIDER AGREEMENT with the County.

I understand that no physician-patient relationship is created between me and County or any person performing the test, solely by the establishment of a drug or alcohol testing program.

I agree that a reproduced copy of this consent and release form has the same force as the original.

I have carefully read and understand this form. I acknowledge that signing this form is voluntary and that no one forced me to sign it.

EMPLOYEE OF
INDEPENDENT
CONTRACTOR: _____
(Print)

DATE: _____

EMPLOYEE _____
(Signature)

WITNESS _____
(Print)

DATE: _____

WITNESS _____
(Signature)